

REMARKS

Claims 1, 12, and 20 have been amended, and claims 2, 11, 17-19, and 21 have been cancelled. Claims 1, 3-10, 12-16, and 20 are currently pending.

On page 2 of the Office Action, claims 1-21 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,907,239 (Sivula).

Sivula is directed to charging for telecommunications download services. In particular, Sivula discloses a system for prepaying for a service provided via a communications channel such as a mobile network. Sivula allegedly allows a service provider to make a plurality of different services available to users against prepayment. According to Sivula, the user can freely select among services offered. The prepayment allows the service provider to provide the services to users who are subscribers of a telecommunications network independently of contracts made between the service provider and an operator of telecommunications. According to Sivula, the prepayment allows customers who do not have a credit card to access services of the service provider.

Applicants respectfully submit that independent claims 1, 12, and 20 are patentable over Sivula, as Sivula fails to teach or suggest, "evaluating creditworthiness of the customer, based on the amount of the predetermined fee that has been paid by the customer," "determining, based on the creditworthiness of the customer, how much on-behalf payment can be offered to the customer," and "causing the determined amount of on-behalf payment to be paid to the provider of the paid service that is ordered, in expectation of later reimbursement by the customer."

The Examiner appears to incorrectly equate the prepayment described in Sivula with the "payment of a predetermined fee" that a customer makes when he/she signs up for membership in the present invention. The method of claim 1 (as does the system and medium claims 12 and 20, respectively) of the present invention includes "on-behalf payment" as in "causing the determined amount of on-behalf payment to be paid to the provider of the paid service that is ordered, *in expectation of later reimbursement by the customer*" (emphasis added).

Applicants respectfully submit that unlike the prepayment of Sivula, in the present invention, the customer is expected to reimburse the cost of the purchased service to the system that has made payment on behalf of the customer.

Moreover, unlike the prepayment of Sivula, the membership fee that the customer pays at the time of his or her membership sign-up is not consumed for payment, but instead, used for "evaluating creditworthiness of the customer" to then determine "how much on-behalf payment can be offered to the customer."

Therefore, the "payment of a predetermined fee" for membership is different from the prepayment described in Sivula. Applicants respectfully submit that the claims of the present invention are patentable over the reference, as the reference does not teach or suggest the above-identified features of the claims of the present invention.

In light of the above amendments and remarks, it is respectfully submitted that the claims are now in condition for allowance.

If there are any additional fees associated with this Response, please charge same to our Deposit Account No. 19-3935.

Finally, if there are any formal matters remaining after the Response, the undersigned would appreciate a telephone conference with the Examiner to attend to these matters.

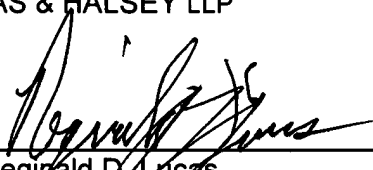
Respectfully submitted,

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9/6/06

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